

SURPLUS REAL ESTATE

FOR SALE

On-Line Auction

Sale No. GSA-R-1516

**A PORTION OF THE FORMER
SAGINAW ARMY AIRCRAFT PLANT
100 BLUE MOUND ROAD
SAGINAW, TEXAS**

**AUCTION BEGINS
AUGUST 17, 2004**

Issue Date August 17, 2004 Previous versions are void.



U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division
819 Taylor Street, Suite 11B03
Fort Worth, Texas 76102-6103
817-978-2331 or 817-978-3856
<http://propertydisposal.gsa.gov/property/>

Important Notice

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the Bid Forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- Credit card deposits must include the "Deposit by Credit Card" form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-1516
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the property on the Internet at: <http://propertydisposal.gsa.gov>

SALE OF GOVERNMENT REAL PROPERTY

SALE NO. GSA-R-1516

INVITATION FOR BIDS

**A Portion of the Former Saginaw Army Aircraft Plant
100 Blue Mound Road, Saginaw, Texas**

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1516, at the General Services Administration Real Property Disposal Division, Room 11B03 of the Fritz Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

BID REGISTRATION SHOULD BE SUBMITTED TO:

GENERAL SERVICES ADMINISTRATION
REAL PROPERTY DISPOSAL DIVISION – 7PR
819 TAYLOR STREET, ROOM 11B03
FORT WORTH, TEXAS 76102-6103

The property can be viewed and inspected on Open House dates printed in this IFB or as announced on GSA's web site at <http://propertydisposal.gsa.gov>. For information or to make an appointment call **Melvin E. Freeman** at **817-978-3856** or write to Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Room 11B03, Fort Worth, TX 76102. **E-Mail Address** is **melvin.freeman@gsa.gov**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1516; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

SCHEDULE

1. Location and Description:

Subject property is an irregular shaped tract of land located 8 miles north of Fort Worth at the intersection of Blue Mound Road and McLeroy Boulevard, just north of Loop 820.

Utilities

TXU provides service for electric and gas and the City of Saginaw provides water and sewer service. There are usable utilities on the property.

Open House Dates

The property will be available for inspection from 10:00 – 4:00 p.m. on September 17th–18th 2004 and on October 15-16th 2004.

2. The Offering:

A. Legal Description:

Being a 6.6849 acre tract of land situated in the David Cook Survey, Abstract No. 345, City of Saginaw, Tarrant County, Texas, and being situated in the northeast corner of the Texas Air National Guard Facility at Saginaw, Texas, and being part of a called 6.823 acre tract of land conveyed by Globe Aircraft Corporation to Defense Plant Corporation by deed recorded in Volume 1530, Page 357, Deed Records, Tarrant County, Texas, and being also a part of a called 149.762 acre tract of land conveyed by Reconstruction Finance Corporation to the United States of America by deed recorded in Volume 2137, Page 172, Deed Records, Tarrant County, Texas and being more particularly described as follows:

Beginning at a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set in the intersection of the centerline of E. McLeroy Boulevard with the original centerline of Blue Mound Road (Farm to Market Road No. 156) at the northeast corner of said Defense Plant Corp. tract, from which a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set for reference bears South 45 degrees 44 minutes 30 seconds West, a distance of 42.12 feet;

THENCE South 00 degrees 19 minutes 00 seconds West, along the original centerline of Blue Mound Road, a distance of 363.53 feet to a ½ inch rod with plastic cap marked “SHIELDS & LEE” set, said point being located North 00 degrees 19 minutes 00 seconds East, a distance of 255.10 feet from the eastern most southeast corner of said 149.762 acre USA tract.

THENCE North 88 degrees 50 minutes 00 seconds West passing at a distance of 30.00 feet a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set for reference in the west edge of Blue Mound Road, and being along an existing chain link fence, passing the end of said fence at 410.7 feet, a total distance of 620.50 feet to a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set for corner.

THENCE North 01 degrees 10 minutes 00 seconds East a distance of 50.00 feet to a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set for corner.

THENCE North 65 degrees 12 minutes 50 seconds West, a distance of 283.25 feet to a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set for corner.

THENCE North 01 degrees 10 minutes 00 seconds East, passing at a distance of 170.00 feet a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set for reference on the south edge of McLeroy Boulevard, and continuing in all a total distance of 200.00 feet to a ½ inch iron rod with plastic cap marked “SHIELDS & LEE” set in the center of said McLeroy Boulevard;

THENCE South 88 degrees 50 minutes 00 seconds East, along the center of McLeroy Boulevard, a distance of 874.63 feet to the PLACE OF BEGINNING and containing 291,195 square feet or 6.6849 acres of land, more or less, with appurtenances thereto.

B. Buildings

(1) The following buildings are considered to have historic significance.

- Building 4 (Facility Maintenance Shop) – approx. 1,350 SF
- Building 10 (Guard House North) – approx. 354 SF
- Facility 13 (Covered Water Reservoir)
- Facility 14 (Water Pump House) – approx. 439 SF
- Facility 15 (Elevated Water Storage Tank)

(2) The following buildings are considered to have no historic significance.

- Building 2 (Aircraft Manufacturing Building) – approx. 93,606 SF
- Building 17 (Guard House South) – approx. 68 SF
- Building 19 (Aircraft Paint Shop) – approx. 24,743 SF
- Facility 20 (Water Well)
- Building 25 (Fire House Station) – approx. 1,361 SF

C. Reservations, Exceptions, Covenants and Agreements, Applicable to the Bid Item:

(1) This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of reservations.

SAVE AND EXCEPT, and there is hereby reserved unto the United States of America, and its assigns, all rights and interests which have been previously reserved to the United States of America in any Patent(s) which cover(s) the property.

(2) This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

- (a) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches,

conduits and canals on, over and across said land, whether or not of record.

- (b) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.
 - (c) All other existing interests reserved by any original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.
 - (d) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements, which may affect the subject property.
 - (e) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.
- (3) This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following covenants which shall be set forth in the final instrument of conveyance in the following manner:

CERCLA AGEEMENTS AND RESERVATIONS TO THE PROPERTY

- (A) **NOTICE of Hazardous Substance Activity.** Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon information submitted by the Fort Worth District Corps of Engineers, the United States hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the property.
- (B) **CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
 - (1) This covenant shall not apply:
 - a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is

a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance;
OR

b. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s)..

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which

a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(4) This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements which will be set forth in the final instrument of conveyance in the following manner:

- (a)** Grantee has inspected the hereinabove described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, and Grantee, his heirs, and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives which may have contaminated the hereinabove and conveyed property after the date of this Deed.
- (b)** Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

**(c) Notice of Lead-base Paint For Non-Residential Real Property
Constructed Prior to 1978**

Every acquirer of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

(d) Notice of the Presence of Asbestos— Warning!

a. The Purchaser is warned that the property offered for sale contains asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

c. No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

- d. The description of the property set forth in the Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

HISTORIC PRESERVATION COVENANT

The GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof that the real property above described is hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth which are covenants running with the land; and if the property is sold or otherwise disposed of, these covenants shall be inserted in the instruments of conveyance.

1. The structure(s) situated on said real property will be preserved and maintained in accordance with plans made in consultation with the Texas State Historic Preservation Officer (SHPO), Texas Historical Commission, P.O. Box 12276, Austin, TX 78711-2276.
2. Any development, alterations, or substantial repairs of the property shall be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and any development, alterations, or substantial repairs of the property shall be made in consultation with the SHPO for guidance in planning the development of the property. The SHPO will have 30 days to review and comment on any proposed work. If the Grantee and the SHPO are unable to agree on any proposed development, alterations, or substantial repairs, the Grantee shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (ACHP) for further consultation.

3. No physical or structural changes will be made to the exterior or interior of the structure without consultation with the SHPO.
4. Representatives of the Texas State Historic Preservation Office shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the grantee is in compliance with the terms of the agreement.
5. These restrictions shall be binding on the Parties hereto, their successors, and assigns in perpetuity. The SHPO may, for good cause, and with the concurrence of the Advisory Council on Historic Preservation, modify or cancel any or all of the foregoing restrictions upon written application of the Grantee, its successors or assigns.
6. The acceptance of the delivery of a Deed conveying title to the property shall constitute conclusive evidence of the agreement of the Grantee to be bound by the conditions, restrictions, and limitations, and to perform the obligations herein set forth.
7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the General Services Administration, SHPO, or other interested party, may, following reasonable notice to the Grantee, institute a lawsuit to enjoin said violation, or to require the restoration of the condition of the improvements on the property at the former Saginaw Army Aircraft Plant, Saginaw, TX, in accordance with the standards specified in this covenant. The successful party shall be entitled to recover all costs or expenses incurred in connection with such lawsuit, including all court costs and attorney's fees.

SPECIAL TERMS OF SALE

1. TYPE OF SALE.

The method of sale used here can best be described as a written auction or candle sale. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail or via computer and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are from our web page at www.auctionrp.com/ under "View the auction".

2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 30 days from the date of receipt by the Government. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

3. BIDDER ID NUMBERS.

Once the bid deposit is received, a bidder ID number will be assigned. The number will be sent by return mail or by return Fax if requested or by e-mail. This number is needed for the bid form and for bidding over the Internet. The bidder ID number will be used to identify the bidders on the recorded information and on the auction web page.

4. DAILY BIDDING RESULTS.

The present high bid at any time is available (24 hours a day) by viewing the auction at www.auctionrp.com/auctions2.

5. INCREASING YOUR BID .

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. The fax number (24 hours a day) for increased bids is 817-978-0212. Bidders can increase their bids over the Internet following the on-line instructions or they can submit bids by Fax. Faxed and mailed bids are only accepted during business hours. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

6. FAXING YOUR BID

- a. Bids by fax may be made with a credit card by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is (817) 978-0212.
- b. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:
 - (1) Receipt of a garbled or incomplete bid
 - (2) Availability or condition of the receiving facsimile equipment
 - (3) Incompatibility between the sending and receiving equipment
 - (4) Delay in transmission or receipt of bid
 - (5) Failure of the bidder to properly identify the bid

(6) Illegibility of bid

(7) Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

7. FIRST CALL FOR FINAL BIDS.

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the voice mail recording. On that date, if no increased bid is received by the stated time, Central, then bidding will close at the stated time and consideration will be given to award the property to the high bidder. If an increased bid is received between those times, then bidding will be held over until the next business day on the same terms. When bidding stops, the sale will close at the stated time on the next business day.

8. FINAL BIDS AND ENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above.

9. TERMS OF PAYMENT.

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

10. BID DEPOSIT.

Paragraph 4 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least **\$25,000**. Such bid deposit must be in the form of United States currency, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of The General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.

11. BALANCE OF PURCHASE PRICE.

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

12. METHOD OF AWARD.

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

GENERAL TERMS OF SALE

(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

1. TERM - "INVITATION FOR BIDS."

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

2. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY.

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 30 calendar days. If the Government desires to accept any bid after the expiration of the 30 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION.

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under a, above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1- $\frac{1}{2}$ % rounded to the nearest one-eighth percent ($\frac{1}{8}$ %) as of the date of bid acceptance.

8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

9. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

10. INSURANCE.

- a. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. Fire, extended coverage, and vandalism and malicious mischief Insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- c. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.

- d. Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

11. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

12. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

13. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

14. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

15. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price (if a cash sale), or (if a credit sale) the successful bidder shall pay the balance of the down payment, and shall execute and deliver to the Government the instruments described in 11d, above, and furnish evidence of insurance coverage. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the

closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

17. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

18. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

19. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

20. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

INSTRUCTIONS TO BIDDERS – Online Auction

(Government Real and Related Personal Property)

1. BID FORM.

- a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by confirmed request prior to the time fixed in this invitation for Bids for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.
 - (1) Check appropriate box for Initial or Increased Bid.

- (2) Fill in Date of Bid line.
 - (3) Fill in Bid amount in the space indicated.
 - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
 - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
 - (6) Sign and Date the Bid Form.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
 - d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

2. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

3. BID EXECUTED ON BEHALF OF BIDDER.

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

4. BID DEPOSIT TERMS.

- a. A bid deposit must accompany each bid not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of:

- (1) "General Services Administration or (Name of Bidder)".

- (2) This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

- (3) Credit cards may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in this Invitation for Bids. CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM. Credit card deposits on rejected bids will be credited within 5 working days after rejection of the bid.

- b. The successful bidder agrees to deposit within ten days of acceptance by the Government, an amount which is equal to ten percent of the bid price when added to the deposit previously submitted. At the time of sales closing, all monies paid by the purchaser will be credited without interest toward the total purchase price.
- c. Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 5, Backup Bidder. All other registration deposits will be returned.

5. **BACKUP BIDDER**

If the successful bidder fails to consummate the sale, the Government reserves the option to award to backup bidders, in order and rank of highest bid. The backup bidder becomes the high bidder, subject to all of the terms of the IFB. To be considered for backup bidder consideration, please check the appropriate box on the Bid Form.

6. **ADDITIONAL INFORMATION.**

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

7. **WAIVER OF INFORMALITIES OR IRREGULARITIES.**

The Government may, at its election, waive any minor informality or irregularity in bids received.

8. **ACCEPTABLE BID.**

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

9. **NOTICE OF ACCEPTANCE OR REJECTION.**

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

QUITCLAIM DEEDQUITCLAIM DEED

STATE OF _____ }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, (40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of _____ (SALES PRICE) Dollars (\$_____) duly paid by _____ (GRANTEE'S NAME), _____ (GRANTEE'S ADDRESS) the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) _____ (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of _____ (COUNTY) _____, State of _____ (STATE), to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2004.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: SCOTT ARMEY
Regional Administrator
Greater Southwest Region
General Services Administration

(Appropriate Acknowledgment to be added)

SAMPLE SAMPLE SAMPLE

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20____, before me,
_____, a Notary Public in and for said State, personally appeared
_____, known to me to be the person who executed the foregoing and
acknowledged to me that she executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Notary Public Signature

My Commission expires: _____

Sample Sample Sample

BID FORM (Page 1 of 2)FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)**Portion of Former Saginaw Army Aircraft Plant
Saginaw, Texas****Sale #GSA-R-1516**

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within thirty (30) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

Bid Amount :\$_____

Enclosed pursuant to paragraph 4 of Instructions to Bidders is a Bid Deposit in amount of:

Bid Deposit: \$ 25,000

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

Include the manner of holding title (Husband and Wife, Joint Tenants, etc.) if applicable.

Name and address of bidder (type or print)

Name:_____

Street:_____

City:_____ State:_____ Zip Code:_____

Telephone Number (_____) _____

Signature and Date

Bidder Represents that (s)he operates as:
(check the appropriate box)

☐ an individual☐ an individual doing business as:☐ a partnership consisting of:☐ a trustee acting for:☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 3a., of this Invitation for Bids.)

☐ Initial Bid☐ Increase Bid

Check One

☐ Backup Bidder

Signer's name and title (type or print)

BID FORM (Page 2 of 2)**CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

DATE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of Government owned property known as the Former Saginaw Army Aircraft Plant, 100 Blue Mound Road, Saginaw, Texas, GSA Control Numbers 7-D-TX-0879 is hereby accepted by and on behalf of the United States of America acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____ 2004.

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

Bid Deposit by Credit Card

To: **General Services Administration**
Real Property Disposal Division (7PR)
Attn: Melvin E. Freeman, Realty Officer
819 Taylor Street, Suite 11B03
Fort Worth, TX 76102

Fax Number: 817-978-0212

This form may be submitted by Fax. Deposit Amount: \$25,000.00

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1516. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ **M.I.:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Visa _____ **Master Card** _____ **Discover** _____ **Amex** _____

Card Number: _____ **Expiration Date** _____

Driver's License #: State _____ /DL# _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: (____) _____ **Fax Number:** (____) _____

Signature: _____ **Date:** _____

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc., that may be issued applicable to the IFB for sale number GSA-R-1516, property in Tarrant County, Texas, to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: Melvin Freeman

CASE NUMBER: 7-D-TX-0879



U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division (7PR)
819 Taylor Street, Room 11B03
Fort Worth, TX 76102-6103

Official Use Only
Penalty for Private Use \$300